



Terms and Conditions – 12-Month Interest-Free livi PayLater Offer with Pricerite

Promotion Period

1. This 12-Month Interest-Free livi PayLater Offer with Pricerite (Offer) is valid from 28th September 2021 to 31st July 2026, both dates inclusive (Promotion Period).

Who can enjoy the Offer

2. The Offer is exclusive to customers of Livi Bank Limited (livi or we) who have successfully applied livi PayLater facility (together with the livi PayLater Mastercard[®]), and have successfully completed the transaction below (Specified Transaction) during the Promotion Period and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
3. Specified Transaction means:
 - a. to spend at Pricerite (Merchant) with the Eligible Customer's livi PayLater Mastercard for single net payment amount of HKD5,000 or above; and
 - b. with a livi PayLater facility drawn to finance such spending.

What is the Offer

4. The Offer is a waiver for the monthly handling fee up to 12 months on the livi PayLater facility drawn to finance the Specified Transaction (Drawn Advance), without affecting any other fees and charges applicable on such Drawn Advance. For this purpose:
 - a. For Drawn Advance with an installment plan of no more than 12 months, all monthly handling fee will be waived; and
 - b. For Drawn Advance with an installment plan of more than 12 months, monthly handling fee for the first 12 months will be waived.

Refund Arrangements

5. If there is any refund, return, voidance or charge-back on the **entire** Specified Transaction which is conducted under standard procedures adopted by livi PayLater Mastercard's relevant card association (Eligible Refund), the following arrangements apply:
 - a. The Eligible Customer must early settle the Drawn Advance on which Eligible Refund occurs within 7 calendar days of such Eligible Refund (Refund Settlement Period). In such case, if any early settlement fee is chargeable, such early settlement fee will first be charged according to the terms and conditions applicable on relevant Drawn Advance (Original Conditions), and will be returned to the Eligible Customer's liviSave account within 15 calendar days;

- b. If the Eligible Customer fails to early settle the Drawn Advance within the Refund Settlement Period:-
- i. Monthly handling fee will be chargeable on the Drawn Advance according to the Original Conditions **from the day on which Eligible Transaction occurs**. We will notify the Eligible Customer, by SMS, email and/or in-App notice, of the **aggregate** amount of all monthly handling fees on the Drawn Advance for the whole period that this Offer applied (Handling Fee Difference), which **will be deducted from the Eligible Customer's liviSave Account within 10 calendar days of such notice. If we are not able to deduct the Handling Fee Difference accordingly, default interest applies according to the Original Conditions.**
 - ii. Besides the Handling Fee Difference, the Eligible Customer shall still repay all outstanding instalments of the Drawn Advance according to the applicable instalment plan.
 - iii. All other fees and charges, including any monthly handling fee, early settlement fee and default interest, will be chargeable according to the Original Conditions, as if the Offer had not been applied on the relevant Specified Transaction.
- c. For the avoidance of doubt, these refund arrangements do not apply on any refund in cash, voucher or otherwise out of relevant card association's standard procedures. Nor do they apply on any partial refund on the Specified Transaction. We have sole and absolute decision as to the eligibility of a refund and the amount, time and manner thereof, including but limited to relying on relevant report provided by relevant card association.
- d. *Here are some examples for **illustrative purpose**:*
- i. *If an Eligible Customer spends HK\$5,000 at the Merchant on 1 September 2021 with a livi PayLater facility drawn with **18-month** instalments, and gets the **whole** order refunded under Mastercard's standard refund procedures on 15 February 2022, he/she may early settle the livi PayLater facility drawn on this purchase on or before 22 February 2022 (being 7 days after the refund) without paying any early settlement fee or any further handling fees.*
 - ii. *However, if he/she fails to settle such livi PayLater facility on or before 22 February 2022, we will notify him/her the aggregate amount of the Handling Fee Difference, being the monthly handling fees **for the whole 12 months on which this Offer applies** calculated at such rate as set out in his/her facility letter. If his/her monthly handling fee rate is 0.2%, the Handling Fee Difference is HK\$120 (HK\$5,000 x 0.2% x 12). The Eligible Customer needs to make sure there is sufficient fund in his/her liviSave Account so that we may deduct such amount. If we are not able deduct such amount accordingly, default interest may apply. If the Eligible Customer intends to early settle the relevant advance **after** 22 February 2022, standard early settlement fee also applies, unless there is other applicable promotional offer.*
 - iii. *In the same case, if the Eligible Customer only gets partial refund on relevant Specified Transaction, or the refund is in form of cash or Merchant vouchers, no refund arrangement is applicable and the Eligible Customer needs to repay the relevant instalments according to the instalment plan.*

Conditions for enjoying the Offer

6. The Eligible Customer's liviSave Account and livi PayLater facility must remain valid and in good standing as decided by livi at the time when the Offer is rewarded to him/her. Otherwise, the Offer will be cancelled or forfeited without prior notice to the Eligible

Customer. The Eligible Customer should ensure the personal information registered with livi is valid and up to date.

7. There are limited quotas for the Offer and it is rewarded on a first-come-first-served basis. Our records on the Specified Transactions (including the date of the Specified Transactions and the information and documents submitted to us) and our records on the available Offer quotas are final and conclusive in the absence of obvious error.
8. livi may notify the Merchant when the Eligible Customer enjoys this Offer. The Eligible Customer agrees that livi may communicate and exchange his/her personal data with the Merchant for all purposes relating to the Offer.
9. We disclaim any liability or responsibility in relation to any dispute, agreement, arrangement, complaint, representation, etc. as between the Eligible Customer and the Merchant.
10. For the avoidance of doubt, nothing under these Terms and Conditions or the Offer will deem, imply, render or suggest that the Merchant is acting as an agent or representative of livi or otherwise soliciting business on behalf of livi.
11. We are not a supplier or service provider of the products/services/auxiliary services provided in the Specified Transaction, and shall not be responsible for any matters relating to them. The Merchant is solely responsible for all obligations and liabilities in relation to such products or services.

Changing these Terms and Conditions

12. We reserve the right to vary these Terms and Conditions at any time. You may check our App and website for the latest information, availability and terms and conditions of this promotion.

Other terms

13. The Offer is not transferable, refundable, replaceable or redeemable for cash, properties or other membership/loyalty points, rewards or privileges.
14. Any fraud or misrepresentation in obtaining the Offer and/or abuse of the Offer will result in its cancellation or forfeiture. We reserve the right to cancel or forfeit the Offer and to recover any costs and loss.
15. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.
16. No person other than the Eligible Customer and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
17. In case of any dispute, our decision will be final and conclusive.
18. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.

19. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
20. The English version of these Terms and Conditions shall prevail if there is any inconsistency between the English and the Chinese versions.

Issued by Livi Bank Limited (dated: 28 September 2021)